

AGREEMENT  
between the  
Linwood Board of Education  
and the  
Linwood Principals and Supervisors Association

July 1, 2009 – June 30, 2012

## **PREAMBLE**

This agreement is entered into on this 15th day of July, 2009 by and between the Linwood Board of Education, a body politic and corporate in the State of New Jersey charged with the responsibility of providing a thorough and efficient education for students of the City of Linwood (hereinafter the "Board) and the Linwood Principal and Supervisors Association (hereinafter the "Association") to be effective as of July 15, 2009 and in effect until June 30, 2012 (hereinafter the "Agreement").

## **ARTICLE I RECOGNITION**

In accordance with Chapter 123, Public Law of 1974, the Board hereby recognizes the Association as the sole and exclusive representative for collective negotiations concerning grievances and terms and conditions of employment for all certified administrative employees in the district whether under contract or on leave. This Association does not include the Superintendent of Schools (hereinafter the "Superintendent"), School Business Administrator, or Director of Facilities.

Unless otherwise indicated, the term "employee," "member," or "administrator" shall refer to all professional supervisory employees represented by the Association in the negotiation unit as noted above.

## **ARTICLE II NEGOTIATIONS PROCEDURE**

- A. The Board and the Association shall engage in good faith bargaining in accordance with all applicable law. Any agreement so negotiated shall apply to all members of the bargaining unit, shall be reduced to writing and shall be signed by the Presidents of the Board and the Association.
- B. Any memoranda of agreement between the parties will be subject to ratification by the Board.
- C. Whenever any member of this Association is mutually scheduled by the parties to participate during working hours in negotiations, grievance procedures, conferences or meetings, he or she shall suffer no loss of pay and/or benefits.
- D. On or before October 1, 2011, the Association shall meet with the Board in order to present it with demands for a successor agreement to this Agreement.
- E. During negotiations, the Board agrees to provide the Association with all reasonable information and material not of a confidential nature.
- F. The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 123, Public Laws of 1974, in a good faith effort to reach agreement on all matters concerning the terms and conditions of administrators' employment. Such negotiations shall begin in accordance with rules and regulations of the New Jersey Public Relations Commission. Any agreement so negotiated shall apply to all administrators, be reduced to writing, and be signed and adopted by the Board and the Association.

## **ARTICLE III**

### **GRIEVANCE PROCEDURE**

#### **A. Definitions**

A “grievance” is a claim by a member or the Association based upon the interpretation, application or violation of this agreement, written Board policies or administrative decisions that affect terms and conditions of employment.

A “representative” shall mean the Association President or any person appointed by that Association to act for or represent it on its behalf.

An “immediate supervisor” shall mean the person to whom the aggrieved employee is directly responsible under the Table of Organization prevailing in this district.

A “party” shall mean an aggrieved employee, his immediate supervisor, the school principal, or any staff member below the Superintendent who may be affected by the determination of the Superintendent in connection with the procedure herein established.

#### **B. Purpose**

The purpose of the grievance procedure is to protect the rights of the parties. The intent is to secure a uniform and appropriate method of resolving disputes and problems in a consistent manner.

Failure of the Board to respond to a grievance within the time limits specified herein will permit the grievance to be presented at the next level. Failure of the grievant to appeal within the time limits specified herein will be deemed acceptance of the disposition at the preceding level.

#### **C. Procedure**

A grievance shall be deemed waived and barred and outside the jurisdiction of an arbitrator if it is not presented in writing within the longer of twenty (20) school days of the occurrence complained of or twenty (20) school days after the administrator would be reasonably expected to know of its occurrence.

In the presentation of a grievance, an employee shall have the right to present his or her own appeal or to designate a representative to appear with him or her at any step in his or her appeal.

Level One: An employee shall first present his or her grievance, verbally, to his or her immediate supervisor. In the case of a principal, the term “immediate supervisor” shall be the Superintendent.

Level Two: If the grievance is not resolved to the employee's satisfaction within five (5) school days after discussing with the immediate supervisor, the employee may submit his or her grievance to the Superintendent in writing specifying:

1. The interpretation, application or violation of this Agreement or Board policy or Administrative decision which affects a term of condition of employment, and
2. The specific section of the Agreement, Board policy or Administrative decision allegedly violated, and
3. The extent of the injury, loss, or inconvenience resulting from the alleged violation of the term or condition of employment, and
4. The date of the alleged interpretation, application, or violation, and
5. The specific remedy sought.

Within five (5) school days from the receipt of this written grievance (unless a different period is mutually agreed upon) the Superintendent may in his or her discretion hold a hearing at which all parties in interest shall have the right to be heard.

Level Three: If the Superintendent does not render a decision within ten (10) workdays of the receipt of the written grievance, or if the Superintendent's decision is unsatisfactory to either party, then the dissatisfied party may appeal to the Board. Such appeal must be submitted within five (5) days of the Superintendent's decision or, in the event the Superintendent does not render a timely decision, within fifteen (15) days of the date the written grievance was submitted to the Superintendent.

Where an appeal is taken to the Board, there shall be submitted by the appellant:

1. the written grievance submitted to the Superintendent, any written response by the Superintendent and any other material relevant to the grievance; and
2. a copy of said materials shall be furnished to the Superintendent.

If the appellant in his or her appeal to the Board, does not request a hearing, the Board may considerer the appeal on the written record submitted to it, or the Board may, on its own, conduct a hearing, or it may request the submission of additional written material. Where additional written materials are requested by the Board, copies thereof shall be served upon the adverse parties who shall have the right to reply thereto. Where the appellant requests in writing a hearing before the Board, a hearing shall be held.

The Board shall make a determination within forty-five (45) days from the receipt of the grievance and shall in writing notify the employee, his or her representative if there be one, and the Superintendent of its determination. The time period may be extended by mutual agreement of the parties.

Level Four: If the grievant is not satisfied with the Board's disposition of the grievance, the Association may request no later than ten (10) school days after receipt of the Board's written decision that the grievance be submitted to nonbinding arbitration except as provided by law. The choice of arbitrator will be made by mutual agreement between the parties. The Association shall make such a request for nonbinding arbitration within ten (10) working days after receipt of the written disposition of the grievance by the Board.

1. The arbitrator shall limit himself or herself to the issues submitted to him or her and shall consider nothing else. He or she can add nothing to, nor subtract anything from, the Agreement or any policy of the Board.
2. The Board and the Association shall assure the individual freedom from restraint, interference, coercion, discrimination or reprisal in presenting his appeal with respect to his or her grievance.
3. The decision of the Arbitrator shall be nonbinding, except to the extent such decisions shall be binding as a matter of law.
4. There shall be no arbitration of any issue regarding, relating to, or involving managerial prerogative including but not limited to educational performance, non-renewal, assignment or issues that are appropriately appealed to the Commissioner of Education.

D. Costs

1. Any costs incurred by the parties shall be paid by the parties incurring the same.
2. All costs for Arbitration will be shared equally by each party unless one party is found to be solely responsible.

## ARTICLE IV ADMINISTRATOR RIGHTS

- A. Every administrator shall have the right to freely organize, join, and support the Association and its affiliates for the purpose of engaging in collective negotiations and other legal concerted activities for mutual aid and protection.
- B. Nothing contained herein shall be construed to deny or restrict to any administrator such rights as he may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to administrators hereunder shall be deemed to be in addition to those provided elsewhere.
- C. Evaluation. Association members have the right to full knowledge regarding the judgment of his or her supervisor respecting the effectiveness of their performance and that, further, they are entitled to receive such recommendations that will assist them in increasing the effectiveness of their performance. Each employee shall be given a copy of the evaluation report prepared by his or her supervisor and shall have the opportunity to review the evaluation.

## **ARTICLE V** **ASSOCIATION RIGHTS**

- A. The Association and its representatives shall have the right to use school facilities in accordance with Board policy at all reasonable hours for meetings. The Association shall have the right to use for Association purposes school facilities and equipment before or after school hours on school premises when such equipment is not otherwise in use. The Association shall pay for and furnish materials and supplies for such use. Equipment shall not be removed from Board premises.
- B. The Association shall have the right to use the inter-school mail facilities and school mail as it deems necessary for Association business to the extent that such use does not disrupt or interfere with the day-to-day operations of the School District.
- C. Whenever any representatives of the Association or any administrator is mutually scheduled by the parties to participate during the working hours in negotiations or grievance proceedings, he shall suffer no loss in pay.

## **ARTICLE VI** **BOARD RIGHTS**

- A. Except as otherwise specified in this Agreement, the Association recognizes that the Board has the responsibility and authority to manage and direct, on behalf of the public, all of the operations and activities of the School District to the full extent authorized by law.
- B. It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievances and any effect thereof shall have been fully determined.
- C. Withholding Increments Causes; Notice of Appeals. The Board may withhold, for unsatisfactory performance, inefficiency or other good cause, the salary increment of any member by a majority vote of all members of the Board. It shall be the duty of the Board, within ten (10) days, to give written notice of such action, together with the reasons therefore, to the member concerned. The member may appeal from such action as allowed for by law.
- D. The Board's responsibility for the general management and oversight of the School District and members shall include but is not limited to the right to not renew employment, to provide directions, improvement plans, or reprimands, verbal or written, to withhold increments, to suspend with or without pay, and to dismiss employees. The Superintendent shall notify any employee who is not renewed under this Agreement in writing that he or she will not be reappointed at the end of the current term, in which event his or her employment shall cease at the expiration of that term. Non-renewal and mid-term dismissals are not subject to any appeals process under this Agreement and are subject to only such process as established by law.

## **ARTICLE VII** **INSURANCE PROGRAMS**

The Board shall provide as part of employees' compensation enrollment in the District's medical insurances as provided for all Board employees.

## **ARTICLE VIII** **WORK YEAR**

- A. The work for twelve (12) month employees shall be from July 1 through June 30. The work year for ten (10) month employees shall be from September 1 through June 30.
- B. Attendance at Board Meetings. Employees are required to attend all Board Meetings.

## **ARTICLE IX** **VACATION**

- A. All twelve month employees covered by this agreement who have been continuously employed by the Board for a full year shall be entitled to twenty (20) vacation days with pay. Such vacation shall be taken between July 1 and August 25 of each year with the exception of four (4) vacation days which may be used between October 15 and May 15 with the Superintendent's approval.
- B. Vacations are to be signed up for in advance and are subject to the Superintendent's approval.
- C. Vacation days are non-cumulative.
- D. All ten month employees are not entitled to vacation.

## **ARTICLE X** **SICK LEAVE**

All twelve month employees are entitled to twelve (12) sick days per work year, July 1 to June 30. All ten month employees are entitled to ten (10) sick days per work year September 1 to June 30. Any employee who begins after the first month of the work year will be entitled to one sick day per month of employment.

Any unused sick leave is carried over to accumulated sick leave. Payment of accumulated sick leave will be at the rate of Fifty Dollars (\$50) per day, not to exceed Ten Thousand Dollars (\$10,000) at the time of retirement. An additional Twenty-Five Dollars (\$25) per day over one hundred fifty (150) accumulated sick days will be given to the employee provided they meet the years of service requirement.

## **ARTICLE XI**

### **HOLIDAY AND OTHER LEAVES**

- A. Holidays. The holiday schedule for all administrators will follow the school calendar.
- B. Emergency and Bereavement Leave. Emergency and bereavement leave shall be granted as follows:
  - Death or serious illness of spouse, child, parent, parent-in-law, sibling or any other member of the household – five (5) days.
  - Death of spouse, child, parent or parent-in-law – three (3) additional bereavement days.
  - Death of other relatives or friend – one (1) day.
- C. Personal Days. Employees shall be entitled to three (3) personal days each school year. Unused personal days will convert to accumulated sick days at the end of each school year.
- D. Sabbatical Leave. Sabbatical leave may be granted at the discretion of the Board and will be designed to encourage the improvement of instruction, supervision, and administration in the Linwood school system.

## **ARTICLE XII**

### **PROFESSIONAL IMPROVEMENT**

- A. The Board will provide reimbursement for graduate studies not to exceed \$1,000 per year. Any administrator seeking reimbursement must have written approval from the Superintendent prior to enrolling in any graduate studies program, notify the Board of his or her intention by the end of the Board's fiscal year, and have received at least a "B" grade to be eligible for reimbursement. Courses must be relevant to the employees' employment in their current position. Tuition requests must be budgeted for by each employee anticipating they will enroll in courses each fiscal year.
- B. The Board encourages attendance of employees at conferences, workshops, and conventions. Such attendance and reimbursement for same and related expenses (such as mileage) are subject to New Jersey laws and regulations, Board Travel policy, Superintendent approval and approved budgets.

### **ARTICLE XIII SALARY SCHEDULES**

	<b>2009-2010</b>		<b>2010-2011</b>		<b>2011-2012</b>
	<u>4.00%</u>		<u>3.75%</u>		<u>3.50%</u>
Feinberg, Judy	\$ 104,529	\$ 108,449	\$ 112,245		
Rudnesky, Frank	\$ 116,725	\$ 121,103	\$ 125,341		
Speirs, Susan	\$ 108,014	\$ 112,065	\$ 115,987		
Yochim, Jill	\$ 110,140	\$ 114,270	\$ 118,270		

New employees not listed shall receive salary commensurate with experience as recommended by the Superintendent and approved by the Board.

### **ARTICLE XIV DURATION OF AGREEMENT**

This agreement and all of its provisions shall be effective as of July 1, 2009 and shall continue in effect until June 30, 2012.

### **ARTICLE XV ENFORCEMENT**

Any dispute under this Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey. To the extent that any provision of this Agreement is inconsistent with such laws, rules and regulations, it shall be deemed void and inapplicable, and the conduct of the parties shall be governed accordingly. The provisions of this Agreement are independent of and separable from each other, and no provision shall be affected or rendered invalid or unenforceable in whole or in part by the invalidity or unenforceability of any other provision.

## ARTICLE XVI COMPLETE AGREEMENT

This Agreement contains the entire understanding between the Board and the Association with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written, except as herein contained. The express terms hereof control and supersede any course of performance and/or usage of the trade inconsistent with any of the terms hereof. This Agreement may not be modified or amended other than by an agreement in writing.

**IN WITNESS WHEREOF**, the Board has reviewed and approved by vote the terms of this Agreement and designed its President to execute same on its behalf on the date above.

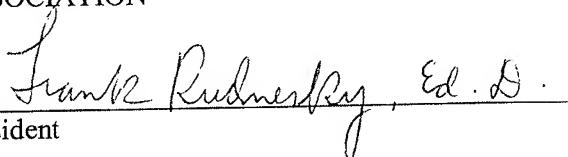
LINWOOD BOARD OF EDUCATION

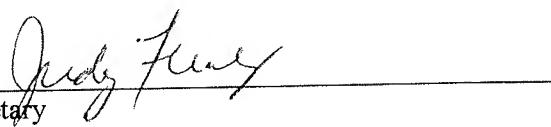
  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Secretary

Date: 9.25.2009

LINWOOD PRINCIPALS AND SUPERVISORS  
ASSOCIATION

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Secretary

Date: \_\_\_\_\_